

# SOLICITATION FOR OFFERS

## Department of Veterans Affairs OUTPATIENT CLINIC (OPC)

Boston, Massachusetts



SFO NO. VA101-16-R-0001

Maximum of 28,700 net usable square feet

Prepared by:

DEPARTMENT OF VETERANS AFFAIRS  
OFFICE OF CONSTRUCTION & FACILITIES MANAGEMENT  
SERVICE DELIVERY OFFICE  
REAL PROPERTY SERVICE

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Offers are solicited under 38 USC Section 8103.

The information collection requirements contained in this Solicitation/Contract that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.







**1.0 SUMMARY**

**1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)**

- A. The Department of Veterans Affairs is interested in leasing a minimum of 28,000 Net Usable Square Feet (NUSF) to a maximum of 28,700 Net Usable Square Feet (NUSF) available for use by tenant for personnel, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO).
- B. The Government requires no less than ten (10) ADA accessible parking spaces for use by the VA and within 900 feet of the offered space. .
- C. The offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the NUSF square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein.
- D. The design of the Government Demised Area offered shall be conducive to efficient layout and good utilization as determined by the Government. To demonstrate potential for efficient layout, all Offerors are required to provide a test fit layout. Examples of building features which decrease efficiency are the following:
  - 1. Narrow column spacing;
  - 2. Atriums, light wells, or other areas interrupting contiguous spaces;
  - 3. Extremely long, narrow runs of space;
  - 4. Irregular space configurations; or
  - 5. Other unusual building features.
  - 6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the Net Usable Square Feet (NUSF) square footage offered, provided that it does not exceed the maximum Net Usable Square Feet (NUSF) square footage in this SFO. If the Offeror is already providing the maximum Net Usable Square Feet (NUSF) square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.
- E. Unless otherwise noted, all references in this SFO to square feet shall mean Net Usable Square Feet (NUSF).
- F. Approximately 250 square feet of the NUSF space required above will be used for the operation of vending facilities

**1.2 UNIQUE REQUIREMENTS (AUG 2008)**

The offered building and/or location must have the following features:

- A. Government Demised Area must be contiguous and on no more than three (3) elevator-served floors.
- B. If multi-story space is offered, a minimum of one (1) passenger elevator and one (1) combination passenger/freight elevator must be provided.
- C. Government Demised Area must be within a building properly zoned for medical clinic and medical office use.
- D. Government Demised Area must be free of asbestos containing materials (ACM's) and lead based paint.
- E. Government Demised Area shall not require construction of a new building.
- F. The Government Demised Area must achieve LEED ID +C.
- G. Offeror shall be responsible for providing adequate access and capacity for two or more DS3 lines in conduit from the building service entry point to the VA IT closet.
- H. All design and construction shall be in accordance with federal, state, and local codes and laws.

**1.3 LEASE TERM (SEP 2000)**

Offerors must present offers for all of the following three lease term scenarios:

- Fifteen (15) year firm-term with no option periods.
- Fifteen (15) year firm-term and one (1) five (5) year option period

- Twenty (20) year firm-term with no option periods.

**1.4 OFFER DUE DATE (AUG 2008)**

Offers are due by 4:00 PM Eastern on August 29, 2016 . VA currently anticipates award on or before January 29, 2017. Offers must remain open and pricing must remain valid, until March 29, 2017.

**1.5 ACCESS AND APPURTENANT AREAS (AUG 2008)**

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations within the Government Demised Area. See Security Requirements for additional information.

**1.6 SERVICES, UTILITIES, MAINTENANCE: GENERAL (AUG 2008)**

Services, utilities, and maintenance shall be provided by the Offeror as part of the rental consideration. The Offeror shall have a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

**1.7 AREA OF CONSIDERATION (AUG 2008)**

Buildings which face and have street addresses on the boundary streets are deemed to be within the delineated area.

Start at the intersection of Route 28 and Shore Drive in Charlestown, MA; trace the shore line southeast to North Washington Street; cross the Charlestown Bridge; trace the Boston Coast line east into Fort Point Channel; trace the Fort Point Channel to Fan Pier Plaza and around the coast of the Seaport District, Dry Dock Park Plaza, Marine Industrial Park, and continue east along the coast to Castle Island; proceed southwest on William J. Day Blvd to Marine Park; proceed southwest on William J. Day Blvd along the Old Harbor of South Boston; continue West on Columbia Road, following it as it turns south and crosses I-93, Massachusetts Ave and Dudley Street, all the way to its intersection with Quincy St; turn right onto Quincy Street and follow it northwest before turning right onto Warren Street and left onto Martin Luther King Blvd after two blocks; proceed northwest along Martin Luther King Jr. Boulevard; turn left at Washington Street and then right at Marcella Street; bear left onto Ritchie Street before turning right onto Columbus Ave; proceed northeast along Columbus Ave before turning left onto Tremont Street; turn right onto Huntington Ave and proceed northeast before turning right onto Massachusetts Ave and then left onto Columbus Ave; proceed northeast on Columbus Ave to the intersection of Arlington Street and Stuart Street; continue east onto Stuart Street to Charles Street; proceed north on Charles Street to Beacon Street; proceed east on Beacon Street to Bowdoin Street; proceed north on Bowdoin Street to Cambridge Street; proceed west on Cambridge Street to the Boston coastline; follow the coastline north to Monsignor O'Brien Highway; proceed on Monsignor O'Brien Highway/McGrath Highway/Route 28 over the bridge and back to the original starting point at the intersection of Route 28 and Shore Drive in Charlestown.

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative.

**1.8 LOCATION: INSIDE OR OUTSIDE CITY CENTER (AUG 2008)**

A. CITY CENTER NEIGHBORHOOD:

1. *Facilities:* Space shall be located in a commercial office district. Streets and public sidewalks shall be well maintained.
2. *Location Amenities:* A variety of inexpensive or moderately priced fast food and/or eat-in restaurants shall be located within the immediate vicinity of the building, but generally not exceeding one mile of the employee entrance of the offered building, as determined by the Contracting Officer. Other employee services, such as retail shops, cleaners, banks, etc., shall also be located within the immediate vicinity of the building, but generally not exceeding one mile of the employee entrance of the offered building, as determined by the Contracting Officer.

B. SUBMITTAL REQUIREMENT:

The Offeror shall provide a map showing amenities and distance marked to the site with the initial offer to the Government. See the Building and Site Information Submittals paragraph for the information that must be provided.

**1.9 OCCUPANCY DATE (AUG 2008)**

Occupancy is required twelve (12) months after award.

**1.10 BONDS**

All sureties must be listed in the Department of Treasury Circular 570 Approved Surety List. Standard Form 24 (Bid Bond) and Standard Form 25 (Performance Bond) must be used in accordance with FAR 28.106-1. Copies of the forms are included in



(d) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

#### 1.11 CONTROL OF PROPERTY

The Offeror must provide documentation proving evidence of ownership or control of the site. Ownership or control must, at a minimum, be retained until the Government makes an award. Documentation that constitutes evidence of control includes, but is not limited to the following fully executed documents:

- An Option To Purchase
- A Sales Contract
- A Fee Simple Deed

#### 1.12 NEGOTIATIONS (MAY 2005)

- A. Negotiations will be conducted on behalf of the Government by the VA Contracting Officer (or the VA Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. VA will negotiate the rental price for the term, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the Government Demised Area leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of Final Proposal Revisions ("Best and Final" offers).

#### 1.13 QUALITY AND APPEARANCE OF BUILDING (AUG 2008)

The Government Demised Area shall be of shape and dimensions that will accommodate the space program and interior functional requirements of VA Outpatient Clinic.

The Government Demised Area shall be in a building of sound and substantial construction in accordance with the technical requirements of this solicitation.

The Government Demised Area shall be located in a new or modern building with facade of stone, brick, aluminum curtain wall, or other permanent materials. Overall, the building must project a professional and aesthetically pleasing appearance. Building systems, interior spaces and finishes, and Offeror furnished equipment and special construction shall comply with the requirements enumerated in Schedule B, Schedule C and Schedule E of this SFO.

#### 1.14 BUILDING SHELL REQUIREMENTS (AUG 2008)

- A. The Offeror's obligations in providing a Building Shell shall include the following as part of the Offeror's base rent: All items identified in this solicitation as "Building Shell" are to be provided, installed, maintained, repaired, and/or replaced as part of the Offeror's base rent.
  - 1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building Shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Schedule C build-out. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.
  - 2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to the Government Demised Area in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10), VA Program Guide PG-18-13, "Barrier Free Design Guide" and shall be installed and coordinated with Schedule C build-out. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
  - 3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government Demised Area and all common areas accessible to Government Demised Area shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Schedule C build-out.

4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors that may be specified in Schedule B. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO. (These costs are included in Schedule C and shall be a portion of the base rent.)
6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.
7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the Building Shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Schedule C, shall be included in the base rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. HVAC system shall comply with the VA Design Manuals and provide the required air changes per hour (ACH) for each space type.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per NUSF.
10. *Lighting.* Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the VA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 NUSF. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting" paragraph elsewhere in this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government Demised Area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Schedule C. The telephone closets shall include a telephone backboard.
13. Any Building Shell modifications necessary for the Government Demised Area to meet the requirements of demonstrable LEED ID + C SILVER CERTIFIED® (Leadership in Energy and Environmental Design for Interior Design and Construction), shall be noted and incorporated into the Working Construction Drawings. The Offeror must coordinate any such requirements to meet LEED® - ID + C Silver equivalency for the Building Shell with the Schedule C improvements.
14. *Demolition.* The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Offeror's expense. Any demolition shall be completed in accordance with all applicable laws.
15. All of the above improvements are described in more detail hereinafter in this solicitation.
16. Unless an item is specifically identified in Schedule B or Schedule C, it shall be considered a Building Shell item.
17. The cost of the Offeror's project development fees associated with Schedule C. The Offeror is required, as part of its offer, to include in the base rent all design fees, general contractor fees, general conditions and other costs associated with design and construction. For purposes of price evaluation these costs will be treated like all other base building costs.

#### 1.15 LABOR STANDARDS (AUG 2003)

The wages to be paid during performance under this lease contract must conform to the Department of Labor's General Wage Decision No.MA160002 dated 1/8/2016, and as may be amended during the period of construction of the Government Demised Area. A copy of the standards can be found at. <http://www.wdol.gov/dba.aspx#0> is the Offeror's responsibility to obtain and maintain the most current rates. Davis-Bacon wages apply to every contract in excess of \$2,000 to which the Federal Government is a party for construction, alteration, or repair; including painting and decorating, and each such contract shall include and use the minimum wages to be paid. Submission of Certified Payrolls is required.

The following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and Leasehold Improvements) performed prior to the Government's acceptance of the Government Demised Area as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <HTTP://WWW.ARNET.GOV/FAR/>

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-6 Davis-Bacon Act

- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

**1.16 SUSTAINABLE DESIGN AND ENERGY EFFICIENCY:**

Design and construction of facilities must meet Federal Mandates for sustainability and energy efficiency. Offeror shall submit a LEED ID + C SILVER CERTIFIED®- ID + C scorecard documenting the proposed credits to meet Silver level along with a brief statement outlining how each of the Credits proposed on the scorecard will be achieved.

- a. From the entirety of available LEED Credits, the Offeror must achieve the following Credits on the project:
  - i. Water Efficiency: Credit 1.2: Water Use Reduction 30%
  - ii. Energy & Atmosphere: Credit 1.1 Optimize Performance – Lighting Power
  - iii. Energy & Atmosphere: Credit 1.3 Optimize Energy Performance- HVAC
  - iv. Energy & Atmosphere: Credit 2: Enhanced Commissioning
  - v. Materials and Resources: Credit 5.1: Regional Materials 20% Manufactured Regionally
  - vi. Indoor Environmental Quality: Credit 2: Increased Ventilation
  - vii. Indoor Environmental Quality: Credit 3.2: Construction IAQ Management Plan, Before Occupancy
  - viii. Innovation & Design: Credit 2 LEED® Accredited Professional
- b. The Offeror must identify a USGBC LEED® accredited professional(s) (APs) as team members, including their roles throughout the project.
- c. Note: submittal requirements for the above are located under the "Green Lease Submittals" paragraph of this SFO.
- d. An initialed copy of Federal Acquisition Regulation 52.204-10 (Reporting Executive Compensation and First Tier Subcontract Awards).

**2.0 AWARD FACTORS AND PRICE EVALUATION**

**2.1 PRICE EVALUATION (PRESENT VALUE) (AUG 2008)**

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Offeror. The "gross" price shall include the "base" price. The base price per NUSF foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- B. The Offeror must submit plans and any other information to demonstrate that the rentable space yields NUSF space within the required NUSF range. The Government will verify the amount of NUSF and will convert the rentable prices offered to NUSF prices, which will subsequently be used in the price evaluation.
- C. Evaluation of offered prices will be on the basis of the annual price per NUSF, including any option periods. The Government will perform a present value price evaluation by reducing the prices per NUSF to a composite annual NUSF price, as follows:
  - 1. Parking and ware-yard areas, if included in offer, will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
  - 2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.

3. If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 3.2 percent to yield a gross present value cost (PVC) per square foot.
4. If annual adjustments in operating expenses will be made, the annual per square foot price and the base cost of operating expenses will be discounted annually at 3.2 percent for the 20 year lease term and 3.05 percent for the 15 year term to yield a net PVC per square foot. The operating expenses will be both escalated at 2.0 percent compounded annually and discounted annually at 3.2 percent for the 20 year lease term and 3.05 percent for the 15 year term, then added to the net PVC to yield the gross PVC.
5. To the gross PVC will be added:
  - a. The cost of Government provided services not included in the rental escalated at 2.00 percent compounded annually and discounted annually at 3.2 percent and for a 20 year lease term and 3.05 percent for a 15 year term.
  - b. The annualized (over the full term) per NUSF cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
  - c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

## 2.2 EVALUATION OF OFFERS

The Contracting Officer or designee will evaluate all proposals to assess the Offerors' ability to perform the contract successfully. The evaluation will be conducted solely on the factors and sub-factors specified in this Solicitation.

The lease will be awarded to the Offeror whose offer will represent the best value to the Government, with price and other factors as stated below being considered. The Government reserves the right to award the lease based on initial offers or not to make an award if it is deemed to serve its best interest. The Offeror shall submit adequate written information for evaluation purposes on the evaluation factors. Each factor shall be specifically labeled and identifiable separate from the other factors. Price shall be submitted under separate cover from the other evaluation factors. This is a best value, trade-off procurement, with price and technical quality being approximately equal.

Evaluation of offers and subsequent award will be made on the basis of the following factors:

### [1] PRICE

**Price shall be evaluated in accordance with Paragraph 2.1 of this Solicitation.**

### [2] TECHNICAL QUALITY

**The technical evaluation factors other than cost or price, when combined, are equal to cost or price, and are listed in descending order of importance. Similarly, subfactors which are listed under each factor are also listed in descending order of importance.**

In addition to the factors listed above, offers must provide a delivery date that complies with the Occupancy Date indicated in Paragraph 1.9 of this Solicitation, and provide evidence of site control by the Offeror either before or at time of Lease award.

The Offeror must address each sub-factor listed below within his offer submittal.

#### A. BUILDING DESIGN

1. **Ability to accommodate VA's desired Space Program**  
High scores under this sub-factor will be given to building which most closely represent VA's space program to obtain maximum design functionality and adjacencies based on the VA Outpatient Clinic's (OPC's) desired layout, have the greatest capacity for design flexibility, have no structural elements that constrain design and which have the capacity to deliver more than the minimum amount of space. The generic space program for the Boston OPC is described in attached Schedule A.
2. **Energy efficiency of building and buildings systems (i.e., HVAC), and green building design features**  
High scores under this sub-factor will be given to the building that demonstrate the highest levels of energy efficiency (Energy Star Rating > 75), can demonstrate LEED ID + CSILVER CERTIFIED®- or higher equivalency, incorporate the newest technologies to conserve energy, meets or exceeds industry standard R-values for insulation and green building design features, and use of recycled materials, water conservation, etc.
3. **Quantity and Quality of reserved and non-reserved parking**  
High Scores under this sub-factor will be given to buildings that meet or exceed Ten (10) ADA parking spaces for use by the VA and within 900 feet of the offered space. Up to one hundred parking spaces are desired.
4. **Quality of building materials – interior and exterior**  
Buildings that have above standard finishes within common areas, meet or exceed current building standards for façade materials and have a superior aesthetic appeal shall receive the highest points for this sub-factor.

## B. QUALIFICATIONS & PAST PERFORMANCE

### 1. Contractor Past Performance

The VA will evaluate the Offeror's past performance. This factor considers the extent of the Offeror's past performance in completing medical office work similar in scope and complexity as this one, as well as quality of the Offeror's proposed services. Consideration will be given to timeliness, cost control, and technical success of the project. The evaluation will take into consideration all contracts and subcontracts performed by the Offeror for the Federal Government, state & local government agencies and commercial tenants completed during the last seven (7) years. Evaluation of the Offeror's Proposal will also be based on those contracts and subcontracts currently in progress. This factor will consider outstanding commitments by the Offeror.

### 2. Contractor Qualifications:

Provide a completed GSA Form 527, "Contractor's Qualifications and Financial Information" for the General Contractor, Mechanical Contractor, and Electrical Contractor; except Section V need not be completed. In Section VII of Form 527, provide a description of outstanding commitments, names and qualifications of key personnel, and any other information related to experience, competency, and performance capabilities with construction projects similar in scope to that which is required herein. (Refer to "Past Performance" requirements as stated above.)

Provide a copy of the license in the state where the facility is located for the individual(s) and/or firm(s) proposed as contractors. If the Offeror is also the Contractor, information provided in response to paragraphs above need not be duplicated.

#### **Past Performance, including References and Prior Project Commitments**

The Offeror shall submit resumes of all on-site personnel that reflect the experience and qualifications consistent with their proposal. Further topics to discuss include background/experience, references, and education of personnel.

Include the following information for each contract and subcontract performed by the Offeror and key personnel during the past three (3) years, as well as those contracts and subcontracts currently in progress. A separate record must be completed for each contract and subcontract. A Past Performance Survey Form is located in the FORMS part of this SFO and includes the following:

- Name and Address of Contracting Activity
- Contract Number
- Type of Contract
- Total Contract Amount and Status
- Date of Award and Date of Completion
- Description and Location of Contract Work
- List of Major Subcontractors
- Contracting Officer or Individual Responsible for Signing Contract and Telephone/FAX Numbers
- Project Manager and Telephone/FAX Numbers
- Resident Engineer/Contracting Officer's Technical Representative or Construction Supervisor and Telephone/FAX Numbers
- Administrative Contracting Officer or Individual Responsible for Administering the Contract (if different from Contracting Officer above) and Telephone/FAX Numbers

The Offeror must provide examples of past performance and experience, as a prime contractor, in successfully building, renovating, and maintaining facilities comparable in size and complexity to the one described in this Solicitation. Consideration will be given to:

- Timeliness of Performance
- Cost Control
- Effective Management
- Customer Satisfaction
- Quality Awards
- The Technical Success of the Project

The Offeror must also provide a list of references for the Offeror, key personnel, and construction contractor. References may be business, financial, and/or personal, and may include letters of recommendation or commendation, awards or certifications that indicate Offeror possesses a high quality process for developing and providing the final project or service.

The Offeror must submit the name and qualifications of the proposed Commissioning Provider. Include relevant experience and references. The Commissioning Provider must be approved by the Contracting Officer.

In the initial offer and prior to award, the Offeror shall provide evidence of a firm commitment of teaming arrangements with the General Contractor and architect firm(s) that are presented in the Lessor's proposal in the form of a letter on each company's letterhead addressed to the Contracting Officer from the principal(s) of each of the respective firms.

### 3. Design Team Qualification:

Provide a completed SF 330, "Architect-Engineer Related Services for Specific Project" for each individual or firm on the Offeror's design team. Identify key personnel that are to be committed to the project. In Part I, Section H of SF 330, provide a description of outstanding commitments for each firm and key personnel. As a minimum, the design team shall include entities providing the following services: Architecture, Mechanical Engineering, Electrical Engineering, and Interior Design.

Provide a copy of the license or certification of the individual(s) and/or firm(s) providing architectural and engineering design services, proving their ability to practice in the state where the facility is located.

Offeror shall maintain the same design team for the duration of the design development and construction process. The design team's firm and key personnel shall not be changed without prior approval by the Contracting Officer.

#### 4. Financial Resources of Offeror

Provide satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare and/or construct the Government Demised Area. Such commitment must be signed by an authorized bank officer or other financial institution and, at a minimum, must state:

- Amount of Loan
- Term in Years
- Annual Percentage Rate
- Length of Loan Commitment
- Name of the Principal(s) Involved
- The Purpose of the Loan

With the initial offer, provide satisfactory evidence of financial resources sufficient to prosecute the work. Such evidence may be one of the following:

- A Statement of Financial Condition
- Personal or Business Financial Statements, including Balance Sheets, and Profit and Loss Statements
- Investment Schedule
- Note Payable Schedule
- Previous Year's Federal Tax Return
- Annual Report

If requested, more information must be provided.

#### 5. Build-Out Timeframe

The Offeror shall provide supporting documentation to validate the total build-out timeframe proposed. This shall be from time of approved construction documents to time of approved occupancy permit.

### C. PROXIMITY TO PUBLIC TRANSPORTATION

High scores under this factor will be given to buildings that are in close proximity to public transportation. Proximity of service to the building, together with the quality and frequency of service shall be considered.

### D. SERVICES AND AMENITIES

#### 1. Proximity to Existing Hospitals with Intensive Care Units

High scores under this sub-factor will be given to buildings which are located in close proximity to existing hospitals with intensive care units, with an estimated response time of less than five (5) minutes (distance of approximately one mile or less).

#### 2. Proximity to first responders

High scores under this sub-factor will be given to buildings which are located closest to a first responder unit, with an estimated response time of less than four (4) minutes (distance of approximately one mile or less).

#### 3. Proximity to pharmacies

High scores under this sub-factor will be given to buildings that are located closest to two (2) or more pharmacies in close proximity to the building (less than 1.0 mile).

#### 4. Proximity to food services and other amenities

High scores under this sub-factor will be given to buildings that are in close proximity to a variety of reasonably priced restaurants and other amenities such as movie theaters, shopping centers and hotels for the convenience of veterans and their families.

### E. OPERATIONS & MAINTENANCE PLAN

The following evaluation criteria will consider the adequacy and efficiency of the proposed Operations and Maintenance Plan to maintain standards of cleanliness, orderliness, and repair for the entire proposed facility. Each sub-factor must be addressed in narrative or chart format. The Plan will be evaluated as a whole and must address at a minimum:

- Interior and Exterior Maintenance of Building and Grounds,
- Routine and Emergency Calls - Procedures and Response Times,
- Staffing Plan, Administrative Procedures, and Quality Control Plan.

## F. SOCIO-ECONOMIC STATUS: SDVOSB, VOSB, OR SMALL BUSINESS STATUS

### SMALL BUSINESS CLASSIFICATION CODE

For the purposes of this solicitation and resultant contract (lease), North American Industry Classification System (NAICS) codes is 531190. The small business size standard is \$38.5 million. Under this classification, a concern is considered a small business if its average annual receipts for its preceding three (3) fiscal years do not exceed the size standard reflected. Prime and Joint Ventures submitting a proposal in response to this solicitation must meet the small business size standard.

Eligible Service-Disabled Veteran-Owned Small Businesses, Veteran-Owned Small Businesses, or Small Businesses shall receive credit for their status. Service-Disabled Veteran-Owned Small Businesses will receive full credit for this evaluation criteria, Veteran-Owned Small Businesses will receive partial credit greater than, all other Small Businesses, which will receive partial credit.

### SMALL BUSINESS

In order to receive credit for any small business classification, as a component of these evaluation criteria, small businesses must:

- Register and provide a DUNS Number validated in SAM.GOV
- Completed Representations and Certifications in SAM.GOV that have been entered or updated **within the last 12 months**, are current, accurate, complete, and applicable to this solicitation (**including the business size standard applicable to the NAICS code referenced for this solicitation**)
- Provide the SAM.GOV print out verifying offering entity's status for NAICS 531190
- Provide SBA web print out showing registration or a signed acknowledgement of application from the Small Business Administration

### SDVOSB and VOSB

Status as a Service-Disabled Veteran-Owned Small Business is determined in accordance with 13 CFR Parts 125.8 through 125.13. Additionally, the SDVOSB or VOSB evaluation criteria, **the offeror MUST be registered and have an active status in the Vendor Information Pages (VIP) database at [WWW.VETBIZ.GOV](http://WWW.VETBIZ.GOV)**. Offerors must provide a copy of the Center for Veterans Enterprises (CVE) Verification letter **at initial offer and with final revised proposals**. The Offeror's DUNS must correspond to the DUNS in SAM.GOV.

The core requirements for a company to become verified are:

- The Veteran owner(s) have direct, unconditional ownership of at least 51% of the company (38 CFR 74.3) and have full decision making authority (38 CFR 74.4 (g));
- The Veteran manages the company on both a strategic policy and a day-to-day basis (38 CFR 74.4);
- The Veteran holds the highest officer position (38 CFR 74.4(c)(2));
- The Veteran should be the highest compensated employee unless there is a logical explanation otherwise submitted by the Veteran as to how taking a lower salary than other employee(s) helps the business (38 CFR 74.4 (g) (3)); and
- The Veteran has the managerial experience of the extent and complexity needed to run the company.

### JOINT VENTURES

For purposes of this solicitation a Joint Venture (JV) is a Partnership. An Offeror may submit a proposal in the form of a Joint Venture only if the existing Joint Venture has a corresponding DUNS Number in [HTTPS://WWW.SAM.GOV](https://WWW.SAM.GOV) and **all the proposal submission documents are in the name of the existing Joint Venture, not the individual partners of the Joint Venture**. These include, but are not limited to:

- GSA Form 3518
- GSA Form 1364
- GSA Form 1217
- Financial Resource Commitment Letters

Offerors who are an existing Joint Venture may submit a proposal under this solicitation subject to the following conditions:

1. The Joint Venture is registered in SAM.GOV and has a corresponding DUNS Number;
2. The Joint Venture meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i));
3. The Joint Venture must meet the requirements of 13 CFR 125.15(b);
4. The Joint Venture fills out and submits the Representations and Certifications in Section K; and,
5. The Offeror must submit a complete copy of the Joint Venture agreement that established the relationship, disclosing the legal identity of each partner of the Joint Venture, the relationship between the partners, the form of ownership of each team member, any limitations on liability or authority for each partner, and a specific statement of what resources each partner provides the teaming arrangement. In addition, the existing Joint Venture must:
  - a. Clearly identify the entities which make up the Joint Venture relationship, including disclosure of the primary point of contact for each of the partners;
  - b. Disclose the member of the Joint Venture that is designated as the "team lead," and clearly explain the specific duties/responsibilities of the "team lead" relative to the other members of the team and to the Government;



Offeror shall fail to pay the commission(s) or lease acquisition fee amount owed to CBRE., pursuant to the compensation schedule outlined herein, VA, at VA's sole option, shall pay the commission(s) or lease acquisition fee on behalf of Offeror to CBRE, Inc., out of rent payments and/or any Lump Sum payments owed or to-be-owed to Offeror for reimbursement(s) of Leasehold Improvement costs or payment(s) for services/work provided by Offeror.

## 2.6 AWARD (AUG 2008)

- A. After conclusion of negotiations, the successful Offeror and the VA Contracting Officer will execute a lease prepared by VA, which incorporates the agreement of the parties. The lease shall consist of the following:
1. U.S. Government Lease for Real Property (SF2),
  2. General Clauses, and VA amendments,
  3. Representations and Certifications
  4. The pertinent provisions of the offer, and
  5. The pertinent provisions of the SFO,
  6. Floor plans of the Government Demised Area.
- B. The acceptance of the offer and award of the lease by the Government occurs upon execution of the Lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

## 3.0 HOW TO OFFER AND SUBMITTAL REQUIREMENTS

### 3.1 OFFER PROCEDURES (AUG 2008)

All original offers, including all required documents, must be submitted to CBRE, the authorized real estate broker of the Department of Veterans Affairs (VA), at the address below. Documents must be properly executed and submitted no later than: 4:30pm (EDT) on August 29, 2016. Offers shall be properly signed, initialed, converted to a PDF file and indexed with bookmarks, and submitted on compact discs. Each compact disc shall be marked appropriately: Volume 1- Price Proposal and Volume 2- Technical Proposal. In addition to the compact discs, two (2) hard copies of the both volumes are to be delivered to CBRE.

Brian Murphy  
CBRE, Inc.  
750 9<sup>th</sup> Street, NW  
Suite 900  
Washington, DC 20001

One copy of Volume 1-Price Proposal and Volume 2- Technical Proposal on compact discs shall be delivered to the Contracting Officer and the Project Manager at the locations stated below, no later than the date and time specified above:

Hong Hitchings  
Department of Veterans Affairs (003C4A)  
425 I Street, NW  
Washington, DC 20001

Ed Swift  
Department of Veterans Affairs (003C1E)  
425 I Street, NW  
Washington, DC 20001

If there is a potential conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this SFO. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, VA reserves the right to negotiate with the owner directly.

Offers shall consist of the following documents:

#### **Volume 1-Technical Proposal (please provide 6 copies on disc)**

- Plans, written narratives, design concept, calculations, mechanical and electrical systems, and energy efficiency of the proposed building;
- All applicable drawings (One (1) hard copy of drawings and renderings shall be provided)
- Building Operating Plan;
- Detailed Operations and Maintenance Plan narrative and completed FMA Worksheet as described in Schedule A;
- Past Performance Survey Form;

- Basic Solicitation and Amendments, if applicable;
- Labor Standard Provisions;
- 3517B, General Clauses and System for Award Management (SAM) electronic printout demonstrating applicable size standard and associated North American Industry Classification System (NAICS) code;
- 3518, Representations and Certifications;
- Certification of Building Energy Performance
- Detailed Construction/Project Schedule
- Evidence of compliance with Seismic criteria.
- GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building
- Information that addresses any other award factors which are listed in Paragraph 2 of the Solicitation.
- Documentation of ownership or control of the property and evidence of signature authority of the party(ies) who will sign lease documents.
- Small Business Subcontracting Plan
- Completed and initialed copy of FAR Clause 52.209-5 Certification Regarding Responsibility Matters
- All other non-price submittal requirements outlined throughout this document.

**Volume 2-Price Proposal (please provide 2 copies on disc)**

- GSA Form 1364, Proposal to Lease Space (a separate form for each lease term scenario);
- GSA Form 1217, Lessor's Annual Cost Statement;
- An itemized cost for all individual items in Schedule B, including Parts III, IV, and V;
- A list of Unit Costs for Adjustments (Part IV Schedule C Exhibit A), and a list of Unit Prices for Alterations (Part IV Schedule C Exhibit B); and Certificate of Current Cost.
- Bid Summary Form (Part V Schedule D).
- An initialed copy of Federal Acquisition Regulation 52.204-10
- Information that addresses any other award factors which are listed in the solicitation Paragraph 2 of the Solicitation.

**3.2 OPENING OFFERS**

There will be no public opening of the offer, and all information will be confidential until the lease has been awarded. However, the Government may release the proposal outside the Government to a Government support contractor to assist in the evaluation of the proposal. Such Government contractors shall be required to protect the data from unauthorized disclosure. If you desire to maximize protection of information in your offer, you may apply the restriction notice to your offer as prescribed in the provision entitled "552.270-1(d)(1) & (2), Instructions to Offerors" (see GSA Form 3516A, Solicitation Provisions, page 3).

**3.3 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)**

The Government will award a Lease pursuant to this SFO only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the LCO to facilitate the Government's determination in this regard. The Government will award a Lease pursuant to this SFO only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the LCO to facilitate the Government's determination in this regard.



rental increase if the amount of material required by the layout is more than specified. If the amount of material is less than specified, the Government will take credit from the initial rental payment.

- g. Further direction can be found on the attached Schedule B..
4. Schedule C Pricing Instructions:
- a. To determine the cost of the Government's improvements, Schedule C has been included as an attachment to the Solicitation. Offerors shall submit prices for each Schedule C item with each offer. As outlined on the Schedule C spreadsheet, the total cost for each line item shall include the Cost of Material for each item as well as the Total Cost of Labor to install all materials. Schedule C shall include all improvements for the Government Demised Area above the Building Shell and shall be exclusive of any items outlined in Schedule B. Such improvements shall be described and identified in the drawings used to construct the Government Demised Area
  - b. Schedule C shall be fully amortized over the firm term of the lease at a minimum. The annual amortized cost of Schedule C shall be expressed as a cost per rentable square foot per year. The cost shall be presented where indicated on GSA Form 1364. Offeror shall identify its amortization rate as part of any offer. Once these prices have been agreed to and memorialized in the lease document, they will not be subject to change. All prices shall be fully installed and finished. If the Offeror chooses to amortize Schedule C costs for a period of time exceeding the firm term of the lease, the Offeror shall indicate the extended time in the offer.
  - c. **In addition to submitting amortized pricing for the entirety of Schedule C, the Offeror shall submit Lump Sum pricing for the entirety of Schedule C.** Offeror's Lump Sum pricing shall be converted to a per rentable square foot cost. If the Government elects the Lump Sum pricing option then the Government will make a Lump Sum payment at the time of acceptance of the building. This amount shall be evaluated at the beginning of the Lease and, therefore, will not be discounted. All property placed in, upon, or attached to the Government Demised Area to be Leased, and for which the Government pays a Lump Sum, shall be and remain the property of the Government, and may be removed or otherwise disposed of by the Government.
  - d. All quantities listed in Schedule C are estimates based on a standard layout for the amount of gross square footage required for this building. Once the exact quantity for each material is known, the Government will use the unit price for each line item to adjust the total cost of Schedule C. The Government may make a Lump Sum payment at the time of acceptance of the building based on the Offeror's submitted unit costs or may negotiate a rental increase if the amount of material required by the layout is more than specified. If the amount of material is less than specified, the Government will take credit from the initial rental payment.
  - e. Further direction can be found on the attached Schedule C.
5. Other Government Rights Pertaining to Schedules B and C:
- a. If it is anticipated that the Government's requirements will change, the Government reserves the right to either, 1) reduce the scope of Schedule B and/or C, 2) increase or decrease the Lump Sum for Schedule B and/or C, 3) increase or decrease the rent according to the negotiated amortization rate over the firm term of the Lease.
  - b. Payment will not be made by the Government in instances where the Government accepts fixtures and/or Schedule B or C items already in place. However, the Offeror will be reimbursed for costs to repair or improve the fixtures(s) and/or any other improvements already in place.
6. Column A of the Lessor's Annual Cost Statement, GSA Form 1217, Line 31(a) will be used to reflect any agreement between Offeror AND the Offeror Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between Offeror and the VA's Tenant Representative (expressed in either % or \$).
7. Unit Price List (Schedules B and C). Refer to the "Unit Costs for Adjustment" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
8. VA Form 3518, Representations and Certifications must be completed and signed by the Owner, not a representative.
9. Any Brokerage Commission Agreement between VA's Tenant Representative and the Offeror for commissions identified in the GSA form 1217 (July 1994).
10. No later than the due date for final proposal revisions, the Offeror must submit to the Contracting Officer:
- a. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
  - b. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
  - c. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the SFO paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT,"

why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the CO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

- d. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the SFO paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
- e. Intentionally deleted
- f. For projects 10,000 NUSF and above, a LEED®-NC Silver scorecard documenting the proposed Credits to meet Silver level. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the credits proposed on the scorecard will be achieved.

11. From the entirety of available LEED Credits, the Offeror must achieve the following Credits on the project:

Water Efficiency	Credit 1	Water Efficient Landscaping - 50% Reduction
Water Efficiency	Credit 1	Water Use Reduction 30% Minimum Reduction
Energy and Atmosphere	Credit 1.3	Optimize Energy Performance- HVAC
Energy and Atmosphere	Credit 3	Enhanced Commissioning
Materials and Resources	Credit 5	Regional Materials, 20% Manufactured Regionally
Indoor Environmental Quality	Credit 2	Increased Ventilation
Indoor Environmental Quality	Credit 3.2	Construction IAQ Management Plan, Before Occupancy
Innovation and Design	Credit 2	LEED® Accredited Professional

The Offeror must identify the USGBC LEED Accredited Professionals (APs) as team members, including their roles throughout the project.

- 12. LEED ID +CI scorecard documenting the proposed credits to meet Certified level. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard will be achieved.
- 13. An initialed copy of Federal Acquisition Regulation 52.204-10 (Reporting Executive Compensation and First Tier Subcontract Awards).
- 14. Evidence of seismic safety compliance as required in Section 2 of this SFO
- 15. EVALUATED FUTURE MODIFICATIONS MARK-UP RATE.  
Offeror shall state a percentage mark-up rate to be applied to change orders performed under the Lease. Apply the rate to the estimated modification direct costs (provide the total estimated mark-up only and not the total estimated equitable adjustment). This rate must include all prime and all subcontractor overheads and profit, general and administrative costs, bonds, insurance, commission, profit, and all other indirect costs which may be associated with work performed under this Lease. Upon award of the Lease, the mark-up rate offered by the award shall be used in determining all equitable adjustments, additive or deductive, which may be negotiated under the Lease. The mark-up rate shall also be used, when applicable, in determining only entitlement claimed by award under the Disputes clause. Evaluation of a mark-up rate shall not obligate VA to increase the value of the work.
- 17. The Offeror is required to submit the following, additional documentation:

a. **Evidence of Required Amenities**

A vicinity map or aerial photographs showing the property in reference to nearby highway(s), major street intersection(s) and public transportation stops. Specifically note restaurants and other employee services, such as retail shops, cleaners, banks and gas stations, as specified in the "Location" requirement of this solicitation.

b. **Building and Site Plan**

A scaled site plan on an 11" x 17" paper showing the following:

- Site area in square feet and acres
- Property lines, existing or proposed
- Building(s) massing, footprint area, total building area, building(s) height, number of levels/stories
- Primary and secondary site entrances
- Statement indicating distance from the property to public utilities
- Statement regarding any utilities that transverse the site and will remain after development
- Names of all streets bordering the site
- North arrow and scale

c. **Zoning of Proposed Site and Surrounding Sites**

Evidence that VA's proposed use is permitted by the zoning designation of the site. At a minimum, Offerors must provide the following:

- i. Proposed site and adjacent sites must be marked on the zoning map.
- ii. Applicable zoning code that demonstrates that VA's proposed use is permitted except as provided in 13.c.iii.
- iii. In the event that the current zoning designation does not permit VA's proposed use and Offeror is proposing to obtain a conditional use permit or changes to the zoning, then Offeror must provide satisfactory evidence that receipt of discretionary approvals will not delay VA's occupancy deadline.

d. **Flood Zone Designation**

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative. The property must be located outside the 100 year floodplain as designated by the Federal Emergency Management Agency (FEMA).

e. **Construction Schedule**

A tentative construction schedule depicting the dates on which the various phases of construction will be completed and further demonstrating how the Schedule will accommodate VA's required occupancy date. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of Governments Demised Area (by floor, block, or other appropriate category); and 8) final construction completion.

g. **Seismic Safety**

Evidence of compliance with VA Seismic Design requirements for existing lease facilities (Seismic Design Requirement H18E).

h. **Parking**

The Offeror's response must describe and locate the ten (10) ADA parking spaces that are to be provided .

**3.5 EVIDENCE OF CAPABILITY TO PERFORM (AUG 2008)**

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

- 1. Compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority.
- 2. Evidence of ownership or control of site.

B. AFTER AWARD:

Within thirty (30) working days after Lease award, the Offeror shall provide to the Contracting Officer evidence of:

- 1. The name of Offeror's proposed construction contractors that had not been submitted in the Offeror's proposal should include evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
- 2. Satisfactory title showing fee simple ownership of the property. Fee simple title must be free of any encumbrances that may limit the rights, responsibilities or liabilities of the parties to the VA lease.

Within ninety (90) days after Lease award, the Offeror shall provide to the Contracting Officer evidence of:

- 1. A firm commitment of funds in an amount sufficient to perform the work.

**FAILURE TO MEET ANY OR ALL OF THE REQUIREMENTS AS SET FORTH IN PARAGRAPH 3.5 (INCLUDING SUB-PARAGRAPHS), WITHIN THE SPECIFIED TIMEFRAMES SHALL BE A BASIS FOR DETERMINATION OF NON-RESPONSIBILITY OR FOR TERMINATION OF THE CONTRACT FOR DEFAULT.**

**FAILURE ON THE PART OF THE GOVERNMENT TO ENFORCE ITS RIGHTS TO DECLARE A DEFAULT WILL NOT BE DEEMED A WAIVER OF ANY OF THE GOVERNMENT'S RIGHTS UNDER THIS SOLICITATION.**

C. AFTER ISSUANCE OF NOTICE TO PROCEED FOR LEASEHOLD IMPROVEMENTS:

Within forty (40) working days after the Contracting Officer issues the Notice to Proceed for the Leasehold Improvements, the Offeror shall provide to the Contracting Officer evidence of:

1. Award of a construction contract for Leasehold Improvements with a firm completion date. This date must be in accord with the construction schedule for Leasehold Improvements as described in the "Construction Schedule and Acceptance of Leasehold Improvements" paragraph of this SFO.
2. Issuance of a building permit covering construction of the improvements.

### 3.6 BUILDING AND SITE INFORMATION SUBMITTALS (AUG 2008)

#### A. AT THE TIME OF INITIAL SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. A completed GSA Form 12000 or GSA Form 12001, Prelease Fire Protection and Life Safety Survey Evaluation
2. Seismic Safety Certification in accordance with the "Seismic Safety" paragraph of the AWARD FACTORS AND PRICE EVALUATION section of this SFO. This certification must be filled out by an "Engineer" defined as a professional civil or structural engineer licensed in the state where the property is located.
3. Tax Information: Provide the legal description of the property and tax ID number associated with the property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered property. The Offeror is to provide a detailed overview and documentation of any tax abatements on the property as outlined in "Tax Adjustment" paragraph of the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO.
4. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements found in the SUMMARY section of this SFO.
5. If the offered building is not a modern office building as described in the "Quality and Appearance of Building" paragraph in the SUMMARY section of this SFO, provide the architectural plans for modernization.
6. Plans for Space Offered.
  - a. First generation plans of the entire floor or floors for which space is being offered, including a plan of the floor of exit discharge, scaled at 1/8" = 1'-0" (preferred) or of the offered building(s) must be provided. All plans submitted for consideration shall include the locations of all exit stairs, elevators, and the space(s) being offered to the Government. In addition, where building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the Government Demised Area should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the space shall be accurately shown.
  - b. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested by the Contracting Officer or authorized representative, more informative plans shall be provided within five (5) working days.
  - c. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. If the Government Demised Area is above the first floor (or floor exiting at grade), provide plans for the first floor (or floor at grade) also.
  - d. VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the NUSF Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the NUSF for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the NUSF that the most efficient corridor pattern would have yielded.
7. Provide a scaled map showing the location of the offered building and restaurants and other amenities as stated in the "Location" paragraph of this SFO. Provide a numbered key identifying the restaurants and businesses serving the area. Show all public transit stop locations.
8. As provided in the "Amount and Type of Space" paragraph in the SUMMARY section of this SFO, advise whether there are existing vending facilities in the offered building which has exclusive rights in the building.

#### B. AFTER AWARD:

1. In accordance with the "Services, Utilities, Maintenance: General" paragraph in the Summary section of this SFO, provide the name and contact information for the onsite or locally designated representative.



7. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).
8. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.
9. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

**B. AFTER AWARD, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:**

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the Government Demised Area . This information must be submitted NO LATER THAN the submission of the Design Intent Drawings for the Government Demised Area, as outlined in the "Construction Schedule and Acceptance of Leasehold Improvements" paragraph of the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Indoor Air Quality During Construction paragraph.
3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the ARCHITECTURAL FINISHES section of the SFO.
5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of the SFO.
6. Construction Waste Management Plan:  
Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Offeror and approval of the Contracting Officer, may permit alternative means of disposal.
7. Building Recycling Service Plan:  
A building recycling service plan with floor plans annotating recycling area(s) as part of Design Intent Drawings to be reflected on the Construction Drawing submission.
8. A signed statement provided to the Contracting Officer, completed by the Offeror for the Government Demised Area, explaining how all HVAC systems serving the Government Demised Area will achieve the desired ventilation of the space during the flush-out period called for in the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
9. A written commissioning plan submitted to the Contracting Officer prior to the completion of Design Intent Drawings that includes:
  - a. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the Contracting Officer immediately); and
  - b. A description of how commissioning requirements will be met and confirmed.
10. Two electronic copies of all supporting documentation for certification on compact disk shall be provided at completion of LEED® documentation and receipt of final certification.
11. Documentation within 9 months of occupancy, if renewable source power is purchased.

**3.8 VAAR-85273-75 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (INTERIM-OCTOBER 2008)**

The contractor and their personnel shall be subject to the same Federal laws, regulations, standards, and VA policies as VA personnel regarding information and information system security. These include, but are not limited to, Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of

Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's website at: [HTTP://CHECKLISTS.NIST.GOV](http://CHECKLISTS.NIST.GOV).

To ensure that appropriate security controls are in place, contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following website: [HTTP://WWW.IPRM.OIT.VA.GOV](http://WWW.IPRM.OIT.VA.GOV).

### 3.9 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS (SEP 2014)

#### Environmental Due Diligence

1. At the direction of the CO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-13 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-13. Failure to submit the required study may result in dismissal from consideration.
2. If the Phase I ESA identifies any recognized environmental conditions (RECs), the Offeror will be responsible for addressing such RECs, at its sole cost and expense, including performing any necessary Phase II ESA (using ASTM Standard E1903-11), performing any necessary cleanup actions in accordance with federal and state standards and requirements and submitting a proposed schedule for complying with these obligations. The Government will evaluate whether the nature of any of the RECs, the results of the Phase II, any completed cleanup, and the proposed schedule meet the Government's needs.

### 3.10 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - (SEP 2014)

- A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470f (Section 106). Section 106 requires federal agencies to consider the effects of their actions on historic properties prior to expending any federal funds on the undertaking. The Government is responsible for identifying whether any historic properties exist in, on, under, or near the offered Property that could be affected by the leasing action. Historic properties include both above-grade (*i.e.*, buildings and historic districts) and below-grade (*i.e.*, archeological sites) resources. The Government is responsible for assessing effects to identified historic properties and for consulting with the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, any local Historic Preservation or Landmarks Commission, and other interested parties, if applicable, in accordance with the implementing regulations set forth at 36 C.F.R. part 800 (Protection of Historic Properties).
- B. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. This requires research and field surveys to assess the potential presence of historic properties that may be affected by construction activity, both above- and below-grade. Compliance also may require below-grade testing to determine the presence of archeological resources and possible artifact recovery, recordation and interpretation mitigation measures.
- C. Demolition or destruction of a historic property by an Offeror in anticipation of an award of a Government lease may disqualify the Offeror from further consideration.
- D. The Government reserves the right to reject any offer where documentation for the offered Property is inadequate or otherwise indicates preservation concerns or adverse effects to historic properties that cannot be reasonably mitigated.
- E. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standard for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://WWW.GSA.GOV/HISTORICPRESERVATION)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within VA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

**3.11 SMALL BUSINESS SUBCONTRACTING PLAN**

If the offeror is offering as a Large Business and subcontracting opportunities exist, the offer must include with the **initial offer** a Small Business Plan as defined in FAR 52.219-8, FAR 52.219-9, and VAAR 852.219-9 which are included by reference in this solicitation. An acceptable template can be found on the following website: [HTTP://WWW.VA.GOV/OAL/BUSINESS/FSS/SBSP.ASP](http://www.va.gov/OAL/BUSINESS/FSS/SBSP.ASP). This is a suggested format only. Other formats are acceptable; however, all identified elements must be included for your plan to be processed and approved. Additional guidance is included in FAR 52.219-9. The subcontracting plan will be evaluated on the demonstrated plan of meeting or exceeding VA's small business goals outlined in the table below and the following:

<b>Category*</b>	<b>Goal</b>
<b>Small Business</b>	17.5%
<b>Veteran-Owned Small Business</b>	5%
<b>Service-Disabled Veteran-Owned Small Business</b>	3%
<b>Small Disadvantaged Business (including Section 8(a))</b>	5%
<b>Women-Owned Small Business</b>	5%
<b>Historically Underutilized Business Zone (HUBZone) Small Business</b>	3%

For Small Businesses: If the Offeror is a small business concern, the Offeror is not required to submit a small business plan.

**Failure to submit a subcontracting plan at the time of initial offer may result in the offeror being considered nonresponsive, and potentially ineligible for award of the contract.**

**4.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION**

**4.1 MEASUREMENT OF SPACE (AUG 2008)**

**A. RENTABLE SPACE**

Rentable Space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Offerors shall indicate on GSA Form 1364, Proposal to Lease Space, Section III (Lease Terms), Block 21, the cost per rentable square footage and the amount of rentable space offered.

**B. NET USABLE SPACE**

Any reference herein to NUSF shall refer to Net Usable Square Feet. NUSF is that portion of rentable space that is available for a tenant's personnel, furnishings, and equipment. NUSF is the area for which VA will pay a square foot rate. It is determined as follows:

If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of the permanent exterior building walls or from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.

If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed corridor and shaft walls and/or the center of tenant-separating partitions.

In all measurements, make no deductions for columns and projections enclosing the structural elements of the building. Deduct the following from the inside gross area including their enclosing walls to arrive at the figure for net usable square feet:

- 10% of inside gross area for corridors and circulation.
- Public toilets and public lounges.
- Building equipment and service areas.

- Entrance lobbies.
- Stacks and shafts.
- Those housekeeping closets not contained in programmed areas.
- Common areas or building service areas that are indicated in Schedule E and are not included in the NUSF leased by VA are specifically excluded from the quantities listed in Schedule C

**Offerors shall indicate on GSA Form 1364, Proposal to Lease Space, Section II (Space Offered and Rates, the amount of space offered (8a.(2)) and the cost per rentable square footage (8a.(4)).**

**C. COMMON AREA FACTOR**

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the NUSF square feet to determine the rentable square feet for the Government Demised Area).

**4.2 TAX ADJUSTMENT (AUG 2008)**

**A. Purpose:**

This paragraph provides for adjustment in the rent ("Tax Adjustment") to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax Adjustments shall be calculated in accordance with this Clause.

**B. Definitions:**

The following definitions apply to the use of capitalized terms within this paragraph:

1. "Property" is the land, buildings and other improvements of which the premises (as fully described in the U.S. Government Lease for Real Property, SF2) form all or a part.
2. "Real Estate Taxes" are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a State or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.
3. "Taxing Authority" is a State, Commonwealth, Territory, County, City, Parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.
4. "Tax Year" refers to the 12-month period adopted by a Taxing Authority as its fiscal year for the purpose of assessing Real Estate Taxes on an annual basis.
5. "Tax Abatement" is an authorized reduction in the Offeror's liability for Real Estate Taxes below that determined by applying the generally applicable Real Estate Tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.
6. "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Offeror's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest or penalties.
7. "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year." Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the property.
8. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a "Full Assessment") only when a Taxing Authority has, for the purpose of determining the Offeror's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Offeror a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.
9. "Percentage of Occupancy" refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For buildings, the Percentage of Occupancy is determined by calculating the ratio of the rentable square feet occupied by the Government pursuant to the Lease to the total rentable square feet in the building or buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment

to take into account increases or decreases in the amount of space leased by the Government or in the amount of rentable space on the Property.

C. Adjustment for Changes in Real Estate Taxes:

1. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "Tax Adjustment." The amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the Tax Adjustment in a single annual Lump Sum Payment to the Offeror. In the event that this Tax Adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or Lump Sum Payment.
2. If the Property contains more than one separately assessed parcel, then more than one Tax Adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.
3. After commencement of the Lease, the Offeror shall provide to the Contracting Officer copies of all Real Estate Tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Offeror acknowledges that the Contracting Officer shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine Tax Adjustments. The Contracting Officer may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative Supplemental Lease Agreement indicating the Base Year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.
4. The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to a) improvements or renovations to the Property not required by this Lease, or b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the Contracting Officer may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.
5. If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for the purpose of determining Tax Adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.
6. If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Offeror is entitled, calculated in accordance with this Clause.
7. Offeror acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Offeror shall annually provide to the Contracting Officer all relevant tax records for determining whether a Tax Adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.
8. If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the Real Estate Tax increase due as a result of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a Lump Sum Payment to the Government or as a rental credit to any succeeding lease, as determined in the Contracting Officer's sole discretion. Offeror shall remit any Lump Sum Payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Offeror or Offeror's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.
9. In order to obtain a Tax Adjustment, the Offeror shall furnish the Contracting Officer with copies of all paid tax receipts, or other similar evidence of payment acceptable to the Contracting Officer, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, Prompt Payment) for the requested Tax Adjustment, including the calculation thereof. All such documents must be received by the Contracting Officer within 60 calendar days after the last date the Real Estate Tax payment is due from the Offeror to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE OFFEROR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS CLAUSE FOR THE TAX YEAR AFFECTED.

D. Tax Appeals:

If the Government occupies more than 50% of the Building by virtue of this and any other Government lease(s), the Government may, upon reasonable notice, direct the Offeror to initiate a tax appeal, or the Government may elect to contest the assessed



70, Invoice Requirements (Variation), apply to all orders for overtime services. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

- D. There should be no cost for Wireless Fidelity "WI-FI" beyond the scheduled hours of operation.
- E. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Offeror's right to receive any payment for such overtime utilities pursuant to this lease.

#### 4.7 UTILITIES (AUG 2008)

The Offeror is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates.

##### A. UTILITY CONSUMPTION REPORTING (JUN 2012)

Upon request from the Lease Contracting Officer, the Offeror shall provide regular quarterly reports of the amount of all utilities consumed at the Building in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers or diffusers and heating are included in electricity consumption.

#### 4.8 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (AUG 2008)

- A. The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy-intensive building systems can operate under the control conditions stated in this SFO. The statement shall also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, *Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings*, or more restrictive state/local codes.
- B. The Offeror shall provide and install as part of base rent, separate meters for utilities. Submeters are not acceptable. The Offeror shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
- C. The Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing. Such plan shall be in operation on the effective date of the lease.

#### 4.9 JANITORIAL SERVICES

##### A. COMMON AREA JANITORIAL

The Offeror shall provide all supplies and janitorial services for the public areas, entrances, and all other common areas. Offeror shall maintain areas of the Government Demised Area as described below.

- a) Clean balconies, ledges, courts, areaways and flat roofs, annually.
- b) Collect and remove refuse, trash, and garbage from trash collection area daily. No pathological or hazardous waste will be disposed of by the Offeror.
- c) Sweep landing, steps, and sidewalks, police all sidewalks, parking areas, driveways, lawns, shrubbery, etc., to maintain a neat and attractive appearance.
- d) Sweep outside loading dock areas and platforms, to maintain a neat and attractive appearance.
- e) Interior and exterior extermination of insects and rodents shall be provided on a regular basis and upon any sign of infestation.
  - i) Use of chemicals shall conform to EPA and state requirements.
  - ii) Additional services shall be provided by the Offeror at the request by the Government.
- f) Wash outside of all exterior windows, glass located over, and in, exterior and vestibule doors and all exterior plate glass around entrances, lobbies, and vestibules, twice a year.

- g) Remove weeds from around building, parking areas, and fence borders frequently. Mow, edge, and water lawns to present an attractive appearance. Trim and water shrubbery as necessary to maintain the health and good appearance of the vegetation.
- h) Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

**B. SELECTION OF CLEANING PRODUCTS (APR 2011)**

- a. The Offeror shall make careful selection of janitorial cleaning products and equipment to:
- b. Use products that are packaged ecologically;
- c. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and
- d. Minimize the use of harsh chemicals and the release of irritating fumes.

**NOTE:** Examples of acceptable products may be found at [www.gsa.gov/p2products](http://www.gsa.gov/p2products).

**C. SELECTION OF PAPER PRODUCTS (JUN 2012)**

The Offeror shall select paper and paper products (e.g., restroom tissue and paper towels) with recycled content conforming to EPA's CPG.

**D. LEASED AREA JANITORIAL**

**Scope of Work:**

The Government shall provide janitorial services, at the government's expense, during normal working hours.

**4.10 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)**

- A. The Offeror is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Offeror's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Contracting Officer or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

**4.11 NOVATION AND CHANGE OF NAME (AUG 2008)**

- A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Offeror's legal name, the Offeror must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
- B. VA and the Offeror may execute a Change of Name Agreement where only a change of the Offeror's name is involved and VA's and the Offeror's rights and obligations remain unaffected. A sample form is found at FAR 42.1205
- C. VA, the Offeror and the successor in interest may execute a Novation Agreement when the Offeror's rights or obligations under the lease are legally transferred.
- D. In addition to all documents required by FAR 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
- E. The transferee must submit a new GSA Form 3518, Representations and Certifications.
- F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.
- G. When it is in the best interest of VA not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to VA. The applicability of novation agreements is detailed at FAR 42.1204.

- H. When executed on behalf of VA, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
- I. In the event of a change in ownership, rent will continue to be paid to the prior Offeror until the Supplemental Lease Agreement is executed by VA. New Offerors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.
- J. Notwithstanding anything to the contrary in this Lease, VA has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to VA hereunder have been paid in full or completely set off against this Lease.

**4.12 SYSTEM FOR AWARD MANAGEMENT (JULY 2012)**

The Offeror must have an active registration in the System for Award Management (SAM) (via the Internet at www.sam.gov) prior to lease award and throughout the life of the lease. To remain active, the Offeror is required to update or renew its registration annually. VA will not process rent payments to Offerors without an active SAM Registration. No change of ownership of the leased premises will be recognized by VA until the new owner registers in the SAM system.

**5.0 DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES**

**5.1 SECURITY: ADDITIONAL REQUIREMENTS FOR SENSITIVE BUT UNCLASSIFIED INFORMATION (AUG 2008)**

- A. The Public Building Service (PBS) of the GSA has set forth policy on the dissemination of Sensitive But Unclassified (SBU) paper and electronic building information for GSA's controlled space, including owned, leased, and delegated federal facilities. The PBS Order number is PBS 3490.1 and it is dated March 8, 2002, which has been adopted for use in performance of this solicitation. A major goal of VA and the Federal Government is the safety and security of people and facilities under the charge and control of VA. The order outlines the PBS security procedures needed to reduce the risk that building information will be used for dangerous or illegal purposes. VA Associates and VA contractors handling the SBU documents shall use reasonable care for dissemination of information. It is the responsibility of the person or firm disseminating the information to confirm the recipient is an authorized user and to keep logs of recipients.
- B. For the length of the contract or project, each contractor, subcontractor, supplier, or design consultant shall appoint a point of contact to be responsible for the security of SBU documents and to complete the Form B.
- C. During the lease build out and the remaining term of the lease, the Offeror shall obtain a Form B from all subcontractors and suppliers to whom they will be releasing any SBU documentation that have not previously completed Form B. They shall obtain the Form B and immediately forward to VA. Requests for SBU information from VA client agencies shall be referred to the VA Contracting Officer.
- D. When the Offeror has completed build-out for a lease, the contractor shall provide a written statement on behalf of the firm and all subcontractors and suppliers that the contractor and all subcontractors and suppliers have properly disposed of the SBU building documents. Documents no longer needed shall be destroyed. Destruction shall be done by either burning or shredding hard copy and/or physically destroying CD's, deleting and removing files from electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.
- E. Failure by the Offeror to provide these statements in a reasonable timeframe may result in suspension of rental payments.

**5.2 UNIT COSTS FOR ADJUSTMENTS (AUG 2008)**

The Offeror has provided unit pricing within Schedule C. The unit prices may be used, upon acceptance by VA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Offeror and the Government.

**5.3 SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (AUG 2008)**

- A. The Offeror may be requested to provide alterations during the term of the lease. Alterations shall be ordered by issuance of a VA approved form when specifically authorized to do so by the Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders for special equipment items of \$100,000 or less may be placed by the Contracting Officer or designated Contracting Officer's Representative may place orders for Leasehold Improvements \$100,000 or less when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Offeror with a list of VA officials authorized to place orders and will specify any limitations on the authority delegated to VA officials.
- C. Payments for alterations ordered by the Tenant Agency under the authorization described in paragraph C above, will be made directly by the Tenant Agency placing the order.

**5.4 LIQUIDATED DAMAGES (AUG 2008)**

In case of failure on the part of the Offeror to complete the work within the time fixed in the lease contract, the Offeror shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of Three Thousand Four Hundred and Fifty (\$3,450.00) Dollars for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Government Demised Area ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government as a result of the Offeror's delay.

**5.5 WORK PERFORMANCE (SEP 2000)**

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Offeror's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

**5.6 RESPONSIBILITY OF THE OFFEROR AND OFFEROR'S ARCHITECT/ENGINEER (AUG 2008)**

- A. The Offeror shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Offeror under this contract. The Offeror shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.
- B. **THE OFFEROR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE.** The Government retains the right to review and approve many aspects of the Offeror's design, including without limitation, review of the Offeror's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and special requirement construction. The Government shall work closely with the Offeror, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Offeror in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Offeror shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Offeror's negligent performance of any of the services required under this contract.
- D. Design and construction and performance information is contained throughout several of the documents which will comprise a resulting lease. The Offeror shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this SFO, Special Requirements and Attachments, Price Lists or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

**5.7 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)**

- A. Items and materials existing in the Government Demised Area, or to be removed from the Government Demised Area during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Offeror is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Offeror shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Leasehold Improvements accepted in place. However, the Government will reimburse the Offeror the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

**5.8 CONSTRUCTION WASTE MANAGEMENT (AUG 2008)**

- A. Recycling construction waste is mandatory for initial space alterations for Leasehold Improvements and subsequent alterations under the lease.
- B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- C. **SUBMITTAL REQUIREMENT:** Refer to the Green Lease Submittal Requirement paragraph in the How to Offer and Submittal Requirements Section of this SFO.



2. After the 3-day period the Government Demised Area may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
  3. Any deviation from this ventilation plan must be approved by the Contracting Officer.
- G. The Offeror is required to provide regularly occupied areas of the Government Demised Area with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
- H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.
- I. Protect stored onsite and installed absorptive materials from moisture damage.
- J. HVAC during Construction: If air handlers are used during construction, the Offeror shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
  2. No permanent diffusers are used;
  3. No plenum type return air system is employed;
  4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
  5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

#### 5.10 CONSTRUCTION SCHEDULE AND NOTICE TO PROCEED (MAR 2007)

A. The construction schedule shall commence upon issuance by the Government's Contracting Officer of the Notice to Proceed as described further in 5.10.E, herein. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Offeror's generation of the Government's construction documents; 4) the Government's review of the construction documents; 5) Notice to Proceed (NTP); 6) the Offeror's construction of the subject leased area; and 7) the Government's acceptance of the Offeror's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Offeror keep meeting minutes of discussion topics and attendance. During design and construction, the Offeror may discover instances where the Government's directives conflict. In such cases, the Offeror shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the Building Shell.

#### B. DESIGN INTENT DRAWINGS:

1. The Offeror shall prepare, as part of base rent, and provide to the Government, for the Government's approval, design intent drawings detailing the Schedule B and C improvements to be made by the Offeror within the Government Demised Area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Offeror's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the Government Demised Area which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Offeror within fifteen (15) working days from receipt of VA comments to Offeror's test-fit layout.
2. The Government retains the right to review, approve, and request modifications (if necessary) to the Offeror's design intent drawings prior to the Offeror's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the Government Demised Area. The Government shall perform all reviews of design intent drawings within ten (10) working days of receipt of such from Offeror. Should the Government require that modifications be made to the Offeror's design intent drawings before approval can be granted, the Government shall state as such in writing to the Offeror, and the Offeror shall have ten (10) working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Offeror, and the Offeror shall commence working/construction drawings for the Government Demised Area. At the sole discretion of the Government, the Offeror may be required to submit a budget proposal, based on the work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Offeror delay.

The Government retains the right to review, and request modifications (if necessary) to the Offeror's design intent drawings during their development when such drawings are 50%, 75% and 100% complete. The Government shall perform all

reviews of working/construction drawings within ten (10) working days of receipt of such from the Offeror. Should the Government require that modifications be made to the Offeror's working/construction drawings, the Government shall state such in writing to the Offeror, and the Offeror shall have ten (10) working days to cure all noted defects before returning the working/construction drawings to the Government for a subsequent review.

D. WORKING/CONSTRUCTION DRAWINGS:

The Offeror shall prepare as part of the base rent, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government Demised Area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Offeror's working/construction drawings shall be due to the Government within twenty (20) working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Improvements already in place and 2) the work to be performed by the Offeror or others.

E. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Offeror's construction documents prior to the Offeror's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of construction documents within twenty (20) working days of receipt of such from the Offeror. Should the Government require that modifications be made to the Offeror's construction documents, the Government shall state such in writing to the Offeror, and the Offeror shall have ten (10) working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Government's Contracting Officer shall issue a Notice to Proceed. Upon receipt of the Notice to Proceed the Offeror shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Offeror is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Offeror shall obtain the necessary permits and may commence construction of the Building Shell.

F. PRICE PROPOSAL – Schedules B and C:

Within fifteen (15) working days of Government review for conformance of the construction drawings, the Offeror must submit the written price proposal along with adequate cost and pricing data or the documentation of the competitive proposals and for any costs or credits to the Government that are beyond the scope of the original SFO and its attachments. After negotiation and acceptance of the revisions to Schedule B price and/or Schedule C price, **A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE OFFEROR**, and the Offeror shall commence construction of the improvements.

G. CONSTRUCTION OF GOVERNMENT DEMISED AREA:

The Offeror shall construct all improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Offeror shall complete construction within twelve (12) months of receiving the notice to proceed from the Government. The Offeror shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Offeror the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

H. ACCEPTANCE OF GOVERNMENT DEMISED AREA AND CERTIFICATE OF OCCUPANCY:

Twenty (20) working days prior to the completion of interior construction, the Offeror shall issue written notice to the Government to inspect the Government Demised Area. The Government shall have ten (10) working days, following receipt of written notice to inspect and to either accept or reject the subject Government Demised Area.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). The Government Demised Area which is not substantially complete will not be accepted by the Government. Should the Government reject the Offeror's space as not substantially complete as defined herein, the Offeror shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. The Offeror shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the Government Demised Area meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

I. RENT COMMENCEMENT:

The rent commencement date shall be the date that Government Demised Area acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept Government Demised Area and commence rent prior to the original date as indicated in Paragraph 1.9 of this SFO.



defined the Recourse Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; and (vii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over Offeror.

The Offeror is responsible for proper construction, maintenance, and compliance with all federal, state, and local laws and regulations of all required off-site improvements through the duration of the lease. At completion or termination of the lease, the Offeror, and not the Government, is responsible for any restoration or removal of the off-site improvements, including, but not limited to, the removal of any environmental, safety, and hazardous materials.

**DUE DILIGENCE**

The OFFEROR acknowledges its duty to conduct reasonable site inspections for the proposed site. The OFFEROR warrants that it has considered all factors which a prudent, experienced bidder customarily uses in making judgments about site conditions, quantity, quality and methods of performing the particular work. The OFFEROR acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to the conformation and conditions of the ground. The OFFEROR also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the site.

**APPLICABLE LAW**

Any provision in this Lease that purports to assign liability or require expenditure of funds to the Offeror shall be governed by the provisions of the Contract Disputes Act of 1978, 41 USC 601-613, Anti-Deficiency Act, 31 USC 1341, and the Federal Tort Claims Act, 28 USC 2671 et seq.

**6.0 GENERAL ARCHITECTURE**

**6.1 ACCESSIBILITY**

The design, construction, and alteration of facilities shall comply with local codes and ordinances. In addition, all VA facilities must comply with the Architectural Barriers Act Accessibility Standards (ABA-AS) as adopted by GSA and VA Program Guide PG-18-13, "Barrier Free Design Guide."

The ABA-AS consists of Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and is available from United States Access Board [HTTP://WWW.ACCESS-BOARD.GOV/](http://www.access-board.gov/).

VA Barrier Free Design Guide PG18-13 is available from VA Technical Information Library at [HTTP://WWW.CFM.VA.GOV/TIL/DGUIDE/BARRFREE.DOC](http://www.cfm.va.gov/til/dguide/barrfree.doc).

The Offeror shall comply with the stricter of these standards for each requirement as determined by the Government. Offerors are cautioned that compliance with ADA does not assure compliance with UFAS or PG-18-13. To the extent the standard referenced in this paragraph conflicts with local accessibility requirements, the more stringent shall apply.

**6.2 VESTIBULES (APR 2011)**

- A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. The Offeror shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the building at all primary exterior entryways.

**6.3 DOORS: EXTERIOR (SEP 2000)**

**BUILDING SHELL:**

- 1. Exterior doors shall be provided at the Offeror 's expense unless explicitly requested by the Government in addition to those provided by the Offeror. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
- 2. These doors shall have a minimum clear opening of 36" clear wide x 84" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, or 2) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.



ceilings shall have an NRC of not less than 0.80. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
  - a. Exam /Treatment Rooms      NIC 45
  - b. Offices                              NIC 45

The field measurement of NIC 45 is comparable to an STC of 50 (without sound masking) for speech privacy between enclosed rooms as recommended in the 2006 AOA /AHA Draft Interim Sound and Vibration Guidelines for Hospital and Healthcare Facilities.

4. *Testing:* The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

**6.9 PARTITIONS: GENERAL (DEC 2007)**

**BUILDING SHELL:**

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the Contracting Officer.

**6.10 PARTITIONS: PERMANENT (SEP 2000)**

**BUILDING SHELL:**

Permanent partitions shall extend from the structural floor slab to the structural roof deck or floor slab above. They shall be provided by the Offeror as part of shell rent as necessary to surround the Government Demised Area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the building is located ( such as the International Building Code, etc.) current as of the award date of this lease. Where permanent partitions form sound rated enclosure as indicated on the concept plans, compliance with noted STC levels is required.

**6.11 BUILDING DIRECTORY (DEC 2005)**

**BUILDING SHELL:**

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

**6.12 LANDSCAPING (SEP 2000)**

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
  1. employing practices which avoid or minimize the need for fertilizers and pesticides;
  2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
  3. composting/recycling all yard waste.
- C. The Offeror shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, [WWW.EPA.GOV/CPG](http://WWW.EPA.GOV/CPG).

**6.13 FLAGPOLE AND DISPLAY (AUG 2008)**

**BUILDING SHELL:**

1. If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Offeror, as part of base rent, and replaced at all times during the lease term when showing signs of wear.



- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: [www.cites.org/eng/resources/species.html](http://www.cites.org/eng/resources/species.html)
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.
- D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

**7.5 ADHESIVES AND SEALANTS (SEP 2000)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Offeror shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

**7.6 DOORS: SUITE ENTRY (AUG 2008)**

**SCHEDULE C INFORMATION:**

Suite entry doors shall be provided as part of the Leasehold Improvements Schedule C and shall have a minimum clear opening of 36" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, *Life Safety Code* (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish with no formaldehyde.

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government Demised Area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 6-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101. Offeror shall be responsible for repair and maintenance of all door locks and hardware.

- 1. Provide types of hardware for each door as indicated in Schedule E; ROOM FINISH, DOOR AND HARDWARE SCHEDULE.
- 2. Provide anodized aluminum framed automatic horizontal sliding doors at Suite/Building entry.

**7.7 DOORS: INTERIOR (AUG 2008)**

**SCHEDULE C INFORMATION:**

Doors within the Government Demised Area shall be provided as part of Schedule C and shall have minimum clear openings as required in Schedule C: ROOM FINISH, DOOR AND HARDWARE SCHEDULE. Doors shall be flush, solid-core, wood with a natural wood veneer face or an equivalent door pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, *Life Safety Code* (current as of the award date of this lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

**7.8 DOORS: HARDWARE (DEC 2007)**

**A. BUILDING SHELL:**

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door operators. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

**B. SCHEDULE C INFORMATION:**

Doors shall have door handles or door pulls with heavyweight hinges. The Offeror is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government Demised Area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish



**7.12 PAINTING (DEC 2007)**

**A. BUILDING SHELL:**

1. The Offeror shall bear the expense for all painting associated with the Building Shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government Demised Area shall be spackled and prime painted with low VOC primer. If any Building Shell areas are already painted prior to Leasehold Improvements, then the Offeror shall repaint, at the Offeror's expense, as necessary during Leasehold Improvements.
2. Public areas shall be painted at least every 5 years.

**B. SCHEDULE C INFORMATION:**

1. Prior to occupancy, all surfaces within the Government Demised Area which are designated by VA for painting shall be newly finished in colors acceptable to VA.
2. The Offeror shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) offgassing:
  - a. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
  - b. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
  - c. Architectural paints, coatings, and primers applied to interior walls and ceilings:
    - i. Flats: 50 grams per litre (g/L).
    - ii. Non-flats: 150 g/L.
  - d. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
  - e. Clear wood finishes:
    - i. Varnish: 350 g/L.
    - ii. Lacquer: 550 g/L.
  - f. Floor coatings: 100 g/L
  - g. Sealers:
    - i. Waterproofing sealers: 250 g/L.
    - ii. Sanding sealers: 275 g/L.
    - iii. All other sealers: 200 g/L.
  - h. Shellacs:
    - i. Clear: 730 g/L.
    - ii. Pigmented: 550 g/L.
  - i. Stains: 250 g/L.
  - j. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Contracting Officer.
3. Painted surfaces shall be repainted at the Offeror 's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.

**7.13 FLOOR COVERING AND PERIMETERS (SEP 2013)**

**A. BUILDING SHELL:**

1. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
2. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
3. Any alternate flooring shall be pre-approved by the Government.

**B. SCHEDULE C INFORMATION:**

1. In addition to the Building Shell flooring discussed above, The Government Demised Areas which are designated by VA for carpet replacement shall be re-carpeted every 5 years with a product meeting this solicitation's requirements. This cost,

including the moving and returning of furnishings, including disassembly and reassembly of systems furniture, will be borne by the Offeror as part of the shell rent.

2. Floor covering shall be either carpet or resilient flooring, as specified in the Government's approved design intent drawings and Schedule C. Floor perimeters at partitions shall have wood, rubber, vinyl or carpet base.
3. If the Government requires restrooms and/or shower rooms in the Government Demised Area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.
4. Any alternate flooring shall be pre-approved by the Contracting Officer.

C. **INSTALLATION:**

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

D. **FLOORING – REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Offeror shall repair or replace flooring as part of shell rent at any time during the lease term when:
  - a. backing or underlayment is exposed;
  - b. there are noticeable variations in surface color or texture;
  - c. it has curls, upturned edges, or other noticeable variations in texture,
  - d. tiles are loose, or
  - e. tears and/or tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this SFO.

**7.14 CARPET TILE (AUG 2008)**

- A. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.
- B. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.
- C. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.
- D. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
- E. Performance requirements for broadloom and modular tile:
  - a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
  - b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
  - c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
  - d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

**NOTE:** Testing must be performed in a NVLAP accredited laboratory.

- e. Backing System: Impermeable 100% PVC – free recyclable backing system. Radiant Panel Fire – Class 1. NBS Smoke <450. Moisture barrier and antimicrobial protection. Acceptable manufactures are Ecorworx by Shaw flooring or Power (shield) by Tandus or approved equal.

- F. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

- G The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.
- H. Warranty. Submit a copy of the manufacturer's standard warranty to the CO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

**7.15 BRAND NAME OR EQUAL (AUG 1999)**

- A. If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
- B. To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—
  - 1. Meet the salient physical, functional, or performance characteristic specified in this solicitation;
  - 2. Clearly identify the item by—
    - i. Brand name, if any; and
    - ii. Make or model number;
  - 3. Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
  - 4. Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- C. The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- D. Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

**8.0 MECHANICAL, ELECTRICAL, PLUMBING**

**8.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2008)**

- A. **BUILDING SHELL:**  
The Offeror shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Offeror. Exposed ducts, piping, and conduits are not permitted in the Government Demised Area.
- B. **SYSTEMS COMMISSIONING:**  
The Offeror shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's requirements. The commissioning shall cover only work associated with Leasehold Improvements or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.
- C. **SCHEDULE C INFORMATION:**  
The Offeror shall provide and operate all equipment and systems installed as Leasehold Improvements in accordance with applicable codes, technical publications, manuals, and standard procedures.

**8.2 BUILDING SYSTEMS (AUG 2008)**

The Offeror shall furnish to VA as part of shell rent, a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

The Offeror and Design Engineer, as general guidance, shall use the technical information and standards contained in this solicitation. In order to provide the latitude needed for design, new concepts, etc., deviations may be made from the technical requirements provided professional judgment is made that a safe, adequate, quality design will result, **and approval is obtained** from the Contracting Officer. Deviations from those requirements included in Public Laws, Federal Regulations, Executive Orders, and similar regulations and users' special requirements **are not** permitted. This solicitation contains many VA criteria pertinent to the design of HVAC systems for VA Outpatient Facilities. Where specific criteria is lacking or missing, other relevant documents include, but are not limited to the latest versions (unless otherwise noted) of the following Codes and Standards:

VA Design Manuals PG-18-10, February 2008, with Amendment A, July 23, 2008 (available from the VA Technical Information Library (TIL))

VA Outpatient Clinic Design Guide, latest version (available from the VA Technical Information Library TIL)

VA Sustainable Design and Energy Reduction Manual (available from the VA TIL)



The AHU casings shall be solid (without perforations) double-wall type, with thermal insulation between the inner and outer casings. The use of exposed interior insulation or lining is not permitted.

Provide insulated, stainless steel, double-wall, and double sloping drain pans for removing cooling coil condensate from the pan as soon as it is formed. The drain pans shall be coated with factory-applied, anti-bacterial finish.

Chilled water cooling coils shall be copper tube and aluminum fin construction. Select cooling coils at face velocity of 500 Feet/Minute [2.5 Meters/Second], with the fin spacing not to exceed 132 Fins/Foot [433 Fins/Meter].

Provide preheat coils for all AHUs where winter design temperature is 30 degrees F [-1.1 C] or less, using steam or hot water. Provide face velocity identical to the cooling coils.

Provide louvers for intake and exhaust systems, suitably rated for the conditions expected. I.e., hurricane rated louvers would be a requirement in Florida or the South Texas coast, but not in California.

The location of air intake and exhaust louvers shall be in compliance with the Life Safety Protected Physical Security Design Manual for VA Facilities.

#### **C. BOILER:**

Boiler system serving the Government Demised Area may be an extension of the existing building heating system or a new dedicated system serving only the Government Demised Area. The heating system (existing if used, or new dedicated system if provided) shall meet all VA facilities heating system design guidelines. Space required to house the heating system is not to be considered part of the Government Demised Area.

The Boiler shall be high efficiency, ASME inspected and stamped, and comply with UL, AGA, NEC and NFPA. Confirm requirements for boiler type. Provide heating hot water boiler if there is no need for steam. If the facility requires a Sterile Processing and Distribution (SPD) area, steam humidification will be required, to be provided by a central steam boiler. Provide for N+1 redundancy in the heating system.

#### **D. PUMP SYSTEM:**

Chilled Water Pumping/Piping Configuration - A comprehensive study shall evaluate a cost-effective and appropriate piping and pumping system. Two systems are described here – Primary/Secondary System (PSS) and Variable Primary System (VPS).

Primary-Secondary System (PSS):

Arrange piping and pumping in order to isolate a chiller and its associated auxiliary equipment while ensuring that the leaving chilled water temperature remains unchanged.

Primary Loop: Design a constant-volume, primary loop with a dedicated pump for each chiller. Chilled water supply and return headers shall enable the use of any pump with any chiller. Include a two-way modulating control-valve and a flowmeter in each chiller circuit to isolate the idle chiller when not in operation and keep constant flow through each evaporator when one chiller or all chillers are in use.

De-Coupler Piping: Provide hydronic separation (de-coupler piping) between the primary and secondary loops to separate the two circuits and enable the chilled water flow to change direction.

Secondary Loop: Provide secondary pumping loop with multiple pumps. Provide two-way modulating control valves in the secondary circuit for the cooling terminal devices. Provide a high-accuracy flowmeter in the secondary circuit. Secondary pumps shall be equipped with variable speed drives. The secondary system is a variable flow system.

Variable Primary System (VPS):

A VPS system is less expensive in first cost and energy efficiency compared to a "traditional" primary/secondary system. However, VPS is not suitable for all applications. While VA certainly encourages the use of VPS, inherent complexities of the system controls, start-up, and loading/unloading of the chillers must be resolved during the design development process. It is also important to ensure that minimum constant cooling load is always present for the VPS to be effective. The intent of either system is to maintain constant leaving chilled water temperature from full-load to part-load conditions.

In a VPS system, chilled water flow is allowed to vary throughout the loop, including in the evaporator tubes. Provide a common chilled water circulation/distribution loop to circulate water through the terminal cooling units and the chiller evaporators. Minimum flow through the system must not be allowed to drop below the manufacturer's recommended water velocity through the evaporator tubes. A bypass assembly, similar to the PSS system shall be included in the design.

#### **E. PUMP SELECTION:**

Provide base-mounted, centrifugal (horizontal or vertical split-casing) or vertical turbine-type pumps for the Chilled Water applications.

Select pumps with an operating speed not greater than 1,750 RPM, and at or near the highest efficiency and to the left-hand side of the maximum efficiency point but not more than 5% from the maximum efficiency curve.

Pump motors shall be non-overloading over the entire range of their operation and shall be compatible with VFD's, where used for such applications. In general, 5 HP and smaller pumps can be selected as inline pumps.



- F. ENERGY STAR ONLINE TOOLS. To earn the ENERGY STAR label, a building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>. The ENERGY STAR® Building Upgrade Manual and Building Upgrade Value Calculator are tools which can be helpful in considering energy efficiency and conservation improvements to buildings.
1. ENERGY STAR® BUILDING UPGRADE MANUAL. This manual provides information on planning and implementing profitable energy saving building upgrades. The ENERGY STAR® Building Upgrade Manual is available at: <http://www.energystar.gov/bldgmanual>.
  2. BUILDING UPGRADE VALUE CALCULATOR. The Building Upgrade Value Calculator, developed by the U.S. Environmental Protection Agency (EPA), is a product of the partnership between Energy Star, BOMA International, and the BOMA Foundation. This calculator was developed as part of BOMA's Energy Efficiency Program (BEEP), a series of courses designed to help commercial real estate practitioners improve their buildings' energy efficiency performance. The calculator tool was developed to help property professionals assess the financial value of investments in a property's energy performance. The Building Upgrade Value Calculator estimates the financial impact of proposed investments in energy efficiency in office properties. The calculations are based on data input by the user, representing scenarios and conditions present at their properties. The Building Upgrade Value Calculator is available on the Energy Star Web site at <http://www.energystar.gov/financialevaluation>.
- G. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (ESPC), as well as additional information on cost effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the [www.eere.energy.gov/femp](http://www.eere.energy.gov/femp) Web site, or call the Federal Energy Management Program (FEMP) Help Desk at 1-877-337-3463.
- H. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable.
- I. The Offeror is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

**8.4 INSULATION: THERMAL, ACOUSTIC, AND HVAC (AUG 2008)**

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the building is located.

**8.5 DRINKING FOUNTAINS (AUG 2008)**

**BUILDING SHELL:**

The Offeror shall provide a minimum of one chilled drinking fountain near the restrooms on each floor the VA occupies.

**8.6 TOILET ROOMS (AUG 2008)**

**A. BUILDING SHELL:**

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following:
  - a. a mirror and shelf above the lavatory;
  - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
  - c. a coat hook on the inside faces of the door to each water closet stall and on several wall locations by the lavatories;

- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle in each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge;
- i. a floor drain;
- j. a wall-mounted baby changing station acceptable to the Contracting Officer.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

## 8.7 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

### BUILDING SHELL:

1. The toilet fixture schedule as outlined in the generic space program for Boston OPC is described in attachment 9 Conceptual Plans.
  - a. Water Conservation:
    - a. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized
    - b. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
    - c. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.
    - d. Information on EPA WaterSense fixtures can be found at <http://www.epa.gov/watersense/>.

## 8.8 JANITOR CLOSETS (DEC 2007)

### BUILDING SHELL:

1. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.
2. When not addressed by local code, provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.
3. Refer to the "Indoor Air Quality for Ventilation Requirements" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this Solicitation for Offers (SFO).

## 8.9 HEATING AND AIR CONDITIONING (AUG 2008)

### A. BUILDING SHELL:

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease. The Offeror shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.
2. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the VA CLINIC BUSINESS MANAGER.
3. Simultaneous heating and cooling are not permitted.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. *Equipment Performance.* Temperature control for office spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.

6. HVAC Use During Construction. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
  - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
  - b. no permanent diffusers are used;
  - c. no plenum type return air system is employed;
  - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
  - e. following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.
9. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13.
10. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
11. Where the Offeror proposes that the Government shall pay utilities, the following shall apply:
12. An automatic air or water economizer cycle shall be provided to all air handling equipment, and
13. The Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.
14. The Offeror shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
15. Normal HVAC systems maintenance shall not disrupt tenant operations.
16. *Thermal Comfort.* During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.
17. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.
18. *Load Calculations:* Load calculations shall be performed using an ASHRAE-based, public domain (DOE) or commercially available and accepted software program such as Trane "TRACE", Carrier "HAP", etc.

While calculating the heating load, do not include occupancy, lighting load, or heat gain due to equipment.

The load calculation computer printout shall include a unique output sheet for each space. The output shall include peak room sensible and latent loads and peak room supply air volume. The air terminal unit schedule shall indicate the peak supply air volume.

Supply Air Volume - Calculated supply air volume shall be rounded off to the next 100 CFM or Liters/Second and increased by 4% to account for the ductwork air leakage. Increase the supply air volume by an additional 5% safety factor. Thus, the calculated supply air volume shall be increased as follows: Initial "calculated supply air" x 1.04 x 1.05 = provided supply air volume.

Cooling load calculations shall include the following:

Zone Peak (Block) Cooling Load:

A zone is an air-handling unit, serving a group of rooms. Zone peak cooling load is the sum of the maximum cooling load due to the sensible and latent loads of the group of rooms treated as a single room, and the peak-cooling load due to ventilation air.

Zone peak cooling load is not the sum of the peak cooling loads of the individual rooms, which may occur at different times, in different months, and due to differing orientations.

If the chiller serves a single air-handling unit, use the zone peak cooling load for selecting the cooling coil, chilled water flow rate, and chiller capacity.

Zone Peak (Block) Supply Air Volume:

Zone peak supply air volume is the peak supply air volume demand due to the space sensible cooling loads of the group of rooms when treated as one room, but without the cooling load due to ventilation air.

Zone peak supply air volume is not the sum of the peak supply air volumes of the individual rooms that may occur at different times, in different months, and due to differing orientations. Note that the zone peak cooling load and zone peak supply air volume may occur at different times.

Use zone peak supply air volume for selecting the air-handling unit size and air distribution system

Building Peak Cooling Load:

Building cooling load is the maximum cooling load due to the sensible and latent loads of the entire building, treated as a single room, and the peak cooling load due to the ventilation demand of the entire building.

Building peak cooling load is not the sum of the peak cooling loads of the individual zones that may occur at different times, in different months, and due to differing orientations.

Use building peak cooling load for selecting the refrigeration equipment and associated components.

#### B. SCHEDULE C INFORMATION:

1. *Zone Control.* Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited..

### 8.10 VENTILATION (AUG 2008)

#### BUILDING SHELL:

1. See the VA HVAC Design Manual, Appendix 6-A, 6-B, and the VA Outpatient Clinic Design Guide for specific Supply Air, Outside Air, and Exhaust Air Requirements. Note that air quantities could be higher or require adjustment due to cooling loads, special exhaust airflow requirements, or to accommodate space pressure relationships. Also see the VA Sustainable Design and Energy Reduction Manual for areas that are required to have variable ventilation rates.

Rooms, spaces, or occupancies not listed within the VA documents shall be provided with Supply Air, Outside Air, and Exhaust Air per the highest values of the latest editions (unless otherwise noted) of the following documents:

- a) ASHRAE Standard 62.1 – 2007
- b) VA Requirement – Outside Air to be 15% of Supply Air
- c) ASHRAE 2007 Applications Handbook
- d) IMC

As a minimum, all local codes must be met. However, in most cases the criteria specified above will exceed local code requirements.

2. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall have a MERV efficiency of 8. Final filters shall have an MERV efficiency of 13.
3. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.
4. Where the Offeror proposes that the Government shall pay utilities, the following shall apply:
  - a. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
  - b. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.











C. CORRECTIVE ACTION PROGRAM:

1. *Program Initiation and Procedures.*
  - a. If either the Government or the Offeror detects radon at or above the EPA action level at any time before Government occupancy, the Offeror shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
  - b. If either the Government or the Offeror detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Offeror shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
  - c. If either the Government or the Offeror detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Offeror shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Offeror carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for re-occupancy.
  - d. The Offeror shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Offeror shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
2. The Offeror shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Offeror may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Offeror at no additional cost to the Government.
4. If the Offeror fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. *Standard Test.* Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 NUSF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. *Short Test.* Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 NUSF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

**9.7 RADON IN WATER (AUG 2008)**

- A. If the water source is not from a public utility, the Offeror shall demonstrate that water provided in the Government Demised Area is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Offeror shall institute appropriate abatement methods which reduce the radon levels to below this action.

**9.8 HAZARDOUS MATERIALS (OCT 1996)**

The Government Demised Area shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

**9.9 RECYCLING (DEC 2007)**

Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross floor area) area that serves the Government Demised Area for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the lease term, the Offeror agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the Government Demised Area.







2. *Outdoor air intakes shall be extended.* If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.
3. *A security zone around outdoor air intakes shall be established.* When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Offeror.

**10.14 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)**

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Offeror's building engineer or manager, building security guard desk, local emergency personnel, VA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

**10.15 SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL) (NOV 2005)**

The Offeror shall secure return-air grilles in public lobbies. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations, 2) increasing security presence (human or CCTV) near vulnerable return-air grilles, 3) directing public access away from return-air grilles, and 4) removing furniture and visual obstructions from areas near air grilles.

**10.16 CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)**

The Offeror shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording in the government space, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.

**10.17 CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (SCHEUDLE C) (NOV 2005)**

When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted.

**10.18 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)**

- A. The Offeror shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government Demised Area. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,
- B. The Offeror shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

**10.19 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)**

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

**10.20 SECURITY DESIGN CRITERIA (NOV 2005)**

Security Design Criteria:

The Offeror shall ensure that the building design conforms to the standards detailed in the latest version of the Interagency Security Committee's (ISC) *Security Design Criteria*. A copy of the criteria is available at [www.oca.gsa.gov](http://www.oca.gsa.gov).

